

IN RE:	:	
GEORGE H GRUBER, JR.	:	BK. No. 1:17-bk-05295-HWV
AKA GEORGE H GRUBER	:	
Debtor	:	Chapter No. 13
	:	
BAYVIEW LOAN SERVICING, LLC	:	Hearing Date: 07/14/2020
Movant	:	
v.	:	Hearing Time: 9:30 a.m.
GEORGE H GRUBER, JR.	:	
AKA GEORGE H GRUBER	:	Objection Date: 07/06/2020
STEPANIE J. HORNBAKER (NON-FILING	:	
CO-DEBTOR)	:	
Respondents	:	

/s/ Mario J. Hanyon, Esquire
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**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

**GEORGE H GRUBER, JR.
AKA GEORGE H GRUBER**

Debtor

BK. No. 1:17-bk-05295-HWV

Chapter No. 13

BAYVIEW LOAN SERVICING, LLC

Movant

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v.

**GEORGE H GRUBER, JR.
AKA GEORGE H GRUBER
STEPANIE J. HORNBAKER (NON-FILING
CO-DEBTOR)**

Objection Date: 07/06/2020

Respondents

**MOTION FOR NUNC PRO TUNC LIMITED RELIEF FROM THE STAY IN ORDER
TO PROCEED WITH MORTGAGE FORBEARANCE**

Movant, by its attorneys, Phelan Hallinan Diamond & Jones, LLP, hereby requests a *Nunc Pro Tunc* Limited Relief of the Automatic Stay and Co-Debtor Stay for leave to allow for forbearance on its mortgage on real property owned by Debtors.

1. **Charles J DeHart, III, Esquire** was appointed the standing Chapter 13 Trustee.
2. Debtors currently have a mortgage with BAYVIEW LOAN SERVICING, LLC. The property address is 7018 BROOKDALE DRIVE, HARRISBURG, PA 17111.
3. The current monthly payment amount which is due the first day of the month is \$1,205.55.
4. The Non-Filing Co-Debtor Stephanie J. Hornbaker made a request for forbearance with Movant.
5. The forbearance request has been approved contingent upon Bankruptcy Court approval.
6. The terms of the forbearance are as follows: Regular monthly mortgage payments starting with the March 1, 2020 payment through August 31, 2020. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.
7. The Creditor advises that any fees incurred with regard to this Motion will not

be assessed to the debtor's loan.

8. Prior to the expiration of the forbearance period, Debtors must either (1) request additional forbearance time under State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan. A copy of the Forbearance Agreement is attached hereto as Exhibit "A".

9. Approval and recording (if applicable) of the forbearance agreement shall not constitute a violation of the automatic stay and Co-Debtor Stay.

10. Movant has cause to have the Automatic Stay and Co-Debtor Stay modified as to permit Movant to proceed with Debtor's request for forbearance of the Debtor's mortgage payments.

11. Movant specifically requests permission from this Honorable Court to communicate with the Debtor and Debtor's counsel to the extent necessary to comply with applicable non-bankruptcy law such as the CARES ACT.

12. Further, Movant requests Nunc Pro Tunc relief from Automatic Stay and Co-Debtor Stay to cover any and all times prior to the filing of this Motion that Debtor and Debtor's Counsel may have communicated directly with Movant in order to discuss this request for forbearance.

13. Rule 4001 (a)(3) should not be applicable and Movant should be allowed to immediately enforce and implement the Order granting limited Relief from the Automatic Stay and Co-Debtor Stay for the limited purpose of proceeding with Debtor's forbearance request.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. modifying the Automatic Stay under Section 362 and Co-Debtor Stay under Section 1301 with respect to **7018 BROOKDALE DRIVE, HARRISBURG, PA 17111 for the limited purpose of proceeding with Debtor's forbearance request** (as more fully set forth in the legal description attached to the Mortgage of record granted against the Premises), as to allow Movant, its successors and assignee's, to proceed with its rights under the terms of said Mortgage for the limited

purpose of proceeding with Debtor's forbearance request; and

b. granting Movant permission to communicate with the Debtor and Debtor's counsel and Nunc Pro Tunc relief from Automatic Stay and Co-Debtor Stay to the extent necessary to comply with applicable non-bankruptcy law such as the CARES ACT for the limited purpose of proceeding with Debtor's forbearance request; and

c. holding that Movant should be allowed to immediately enforce and implement the Order granting relief from the Automatic Stay and Co-Debtor Stay for the limited purpose of proceeding with Debtor's forbearance request; and

d. that Rule 4001(a)(3) is not applicable and **BAYVIEW LOAN SERVICING, LLC** may immediately enforce and implement this Order granting limited Nunc Pro Tunc Relief from the Automatic Stay and Co-Debtor Stay; and

e. that other than the suspension of mortgage payments, the rest of the Chapter 13 Plan remains in full force and the Chapter 13 Trustee shall continue to distribute payments to other claims during the period of forbearance in accordance with the Chapter 13 Plan; and

f. if necessary, Debtor is required to file an Amended Chapter 13 Plan that provides for resumption of mortgage payments at least 90 days prior to the last month in the forbearance period.

June 19, 2020

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